

Contract text for ESDs and Community Colleges

1. Definitions

- a. "Agreement" means this Interlocal Agreement, including all documents attached or incorporated by reference.
- b. "A-19 Invoice Voucher" means the State of Washington Invoice Voucher A19-1A; and is attached and incorporated by reference as the invoicing document to be used per this Agreement.
- c. "CMS" or "Centers for Medicare & Medicaid Services" means the U.S. Department of Health & Human Services Centers for Medicare & Medicaid Services.
- d. "Contracting Officer" means the Contracts Administrator, or successor, of Central Contract Services or successor section or Office.
- e. "Contractor" means the entity performing services pursuant to this Interlocal Agreement and includes the Contractor's officers, directors, trustees, employees and/or agents unless otherwise stated in this Interlocal Agreement. For purposes of this Interlocal Agreement, the Contractor shall not be considered an employee or agent of DSHS.
- f. "Designated Staff" means those school district employees selected by the district who can provide some or all of the following Medicaid Ad Match activities: external coordination and linkage to the community, performing outreach to identify and inform potential Medicaid clients, assisting families with completing Medicaid application, developing and planning methods to increase access to Medicaid services, coordinating with other agencies and community partners, and referring students to medical services.
- g. "DSHS" or "the department" or "the Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.
- h. "Educational Service District (ESD)" means one of nine public subdivisions providing an administrative and supportive link between the State Board of Education, Office of Superintendent of Public Instruction and certain public school districts.
- i. "Eligible Staff/Participant" means those staff who are determined to be in compliance with regulations and to meet the guidelines necessary in order to claim staff time costs for conducting Ad Match activities. Eligible staff do not include those staff listed in the Time Study section of the manual under the "Staff not eligible to Participate" section.
- j. "Federal Financial Participation – FFP" refers to the federal portion of the total allowable costs of providing services.
- k. "Healthy Kids Now application" means DSHS form # DSHS 14-380, or its successor.
- l. "Indirect Costs" means those operating expenses that are attributed to and allocated across more than one program. School Ad Match indirect costs are calculated as a percentage of salaries and benefits claimed based on the OSPI unrestricted rate.
- m. "MAA Program Manager" means the DSHS Contact person named on page 1 of this agreement, or successor.
- n. "Manual" means the School Administrative Match Program Training Manual, or its successor, and up-dates including additions, changes and/or deletions issued by MAA School Ad Match Section. Incorporated by reference to this contract.
- o. "Medicaid" means a joint federal-state program that offers provisions for covered medical services and for costs of administration of related activities.

- p. "MER - Medicaid Eligibility Rate" means the proportional share of Medicaid students to the total number of students.
- q. "OSPI" means the Office of the Superintendent of Public Instruction
- r. "OSPI Unrestricted Rate" means federally negotiated unrestricted indirect rate which can be found on the OSPI website at www.k12.wa.us. The rate varies by school district and changes each school year.
- s. "Percentage Medicaid Eligible" or "% Medicaid Eligible" means the percentage determined by dividing the number of children on Medicaid in the school district by the total number of children enrolled in the public schools within the school district.
- t. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- u. "Quarter" means approximately one fourth of the official school year. Each of the four quarters consists of consecutive calendar days between specified beginning and end dates identified by the school district at the start of each school year and verified quarterly thereafter.
- v. "School Ad Match Coordinator" means the employee assigned to act as liaison with MAA and to perform, and/or ensure the performance of, the tasks listed in Exhibit A.
- w. "School Day" shall mean the same as defined by **RCW 28A.150.030 School day**.
A school day shall mean each day of the school year on which pupils enrolled in the common schools of a school district are engaged in educational activity planned by and under the direction of the school district staff, as directed by the administration and board of directors of the district.
- x. "School Year" means the calendar year beginning September 1st and ending August 31st.
- y. "State fiscal year, " means the calendar year beginning July 1st and ending June 30th.
- z. "The Guide" refers to the Medicaid School-Based Administrative Claiming Guide issued May 2003, produced by CMS, and any supplements, amendments or successor. Incorporated herein by reference to this Agreement.

2. Statement of Work.

The Purpose of this agreement is to provide the School-Based Ad Match Program as defined in the CMS Guide dated May 2003, its successor and/or amendments, shall be effective on December 1, 2003.

Vision, and Goals:

Vision: Assure the opportunity for eligible school children to obtain needed Medicaid services.

Goals:

- (1) To increase the number of children receiving preventative and early detection medical services.
- (2) To assist children and families to access needed medical services.
- (3) To provide an effective, efficient, compliant, and consistent statewide School-Based Administrative Match Program (School Ad Match).

- (4) To increase access through recruitment of participating providers.

The Contractor is a sub-recipient for the purposes of the Agreement. CFDA number 93.778

a. The Contractor shall:

- (1) Commit to performing activities that provide positive movement towards achieving the School Ad Match goals and vision.
- (2) Appoint an employee as School Ad Match Coordinator to act as liaison with MAA and school staff, and perform, or ensure the performance of, the duties as outlined in Exhibit A, School Ad Match Coordinator Performance Plan, attached and incorporated to this Agreement.
 - (a) Submit to the MAA Program Manager, the name and working position title of the School Ad Match Coordinator within 10 working days of signing this Agreement.
 - (b) The School Ad Match Coordinator will be the point of contact for MAA correspondence. All correspondence and notifications will be sent to the Coordinator at the address on page one of this Agreement; unless the MAA Program Manager has received a written notice from the Contractor that another address is to be used.
- (3) Complete a Service Delivery Plan for School Ad Match, following the format in Exhibit B Service Delivery Plan, attached and incorporated to this agreement.
 - To be submitted to the MAA Program Manager within 10 working days of signing this Agreement.
 - To be reviewed, updated and submitted by the first working day of the month prior to the begin date of the following quarter.
- (4) Select a Time Study Option from those detailed below, and notify the MAA Program Manager of the selected option, in writing, within 10 working days.
 - (a) Option 1 - All eligible staff must be given time study forms with instructions. Claims will be calculated based on the forms completed and submitted.
 - (b) Option 2 – Only staff identified as Designated in the Service Delivery Plan will be given Time Study forms and instructions. The claim will be calculated based on the forms completed and submitted for Designated staff only.
 - (c) Option 3 – **Beginning with Spring quarter 2004**, Option 1 or 2 above may be continued, or those contractors having 500 or more eligible staff may choose the following random sampling method. Designated staff will conduct the Time Study per option 2 instructions above. The remaining eligible school district staff, not identified as Designated staff, would be the sampling universe for the random selection of staff to complete the Time Study. MAA will conduct the random selection of school district staff. The random sampling methodology must be Federal Division of Cost Allocation (DCA) approved for the State of Washington and must be statistically valid for the school district.

The claim will be calculated using the actual time for Designated staff and a calculated time based on the random sampling time study results, as verified by the Contractor for the non-designated eligible staff.
- (5) Ensure the School Ad Match Coordinator is provided the resources and opportunities to meet the vision and goals, to accomplish the tasks outlined in Exhibit A, Coordinator Performance Plan, to support staff in conducting Ad Match activities in accordance with the Service Delivery Plan, to conduct outreach, and to remain up-to-date with Medicaid issues.

- (6) Make available to all of the Contractor's staff, information regarding:
- (a) The benefits of Medicaid services,
 - (b) The Medicaid application process (including blank applications), and
 - (c) A list of references for further information or assistance
- (7) The School Ad Match Coordinator is required to participate in MAA provided training per (8) and (9) below, to include the following modules: Medicaid Eligibility and Application Process, Benefits of Preventive Care, Community Partnerships, Outreach, Claiming Instructions, Allowable Activities, Time Study, and Performance Measures.
- Other staff preparing the claims or performing Ad Match activities are encouraged to attend the MAA provided training.
- (8) Ensure that the School Ad Match Coordinator has participated in the required training listed in 2.a. (7) above prior to the Contractor or the Contractor's staff conducting activities for which a claim for reimbursement will be submitted under this agreement for school year 2003-2004.
- (9) For school year 2004-2005, ensure that the School Ad Match Coordinator has participated in the required training listed in 2.a. (7) above prior to Contractor or Contractor's staff conducting activities for which a claim for reimbursement will be submitted under this Agreement.
- (10) Obtain blank and make available current Healthy Kids Now application forms and other informational materials for distribution to children and families.
- (11) Ensure current Healthy Kids Now applications and informational materials are available in the primary languages of the population served by the school district.
- (12) Include information regarding availability of Medicaid, and the name of the staff to contact for further information, in the back to school, enrollment, and registration packets as appropriate.
- (13) Work with MAA School Ad Match staff to develop and measure outcomes towards meeting the goals through School Ad Match activities.
- (a) Assist MAA in collecting data to measure outcomes
 - (b) Maintain data relevant to measuring outcomes
 - (c) Assist MAA in up-dating the goals, objectives, and the School Administrative Match Program Training Manual (Manual), incorporated by reference to this Agreement, as needed.
- (14) Ensure staff continues to receive training and materials to conduct activities.
- (a) All who claim reimbursement for Ad Match activities must have received the Time Study and Allowable Activities training outlined in the Manual.
 - (b) Staff are encouraged to receive the training related to Medicaid services and process.
 - (c) Ensure staff completing the time studies have received the MAA instructions and training on completing the time study; and
 - ☐ Complete the time study per instructions,
 - ☐ Certify the time study by signature attesting to its accuracy
 - ☐ Document activities per the Manual requirements.

- (15) Submit claims using the MAA automated time study and claiming process when available. Related to the claim automation project, the Contractor agrees to:
- (a) Provide requested information within specified timeframes,
 - (b) Release the Office of the Superintendent of Public Instruction (OSPI), the Educational Service Districts (ESD), and the School Districts staff to provide necessary information and assistance.
 - (c) Work with MAA during the implementation process,
 - (d) Comply with Claiming Instructions for the MAA automated claim system.
- (16) Ensure staff complete the documents required in the Manual.
- (17) Ensure claim (A-19) supporting documents and/or reports are reviewed, approved and signed by staff that are familiar with the Claiming Instructions and have authority to approve and sign claims for the Contractor.
- (18) Ensure claims are in compliance with the Claiming Instructions, as outlined in the Manual (incorporated by reference.)
- (19) Review claiming documents prior to approval for:
- (a) Accuracy,
 - (b) Compliance with the Guide and the Manual
 - (c) Treatment of Indirect Costs:
 - ☐ Claim at the appropriate Cognizant Agency determined indirect rate for the Contractor.
 - ☐ Certify that indirect costs do not duplicate direct costs.
 - (d) Activities claimed are allowable, as defined in the Manual.
 - (e) Matching funds are certified as:
 - ☐ Not already being used to match federal funds of other federal programs.
 - ☐ Not being reimbursed by other federal grants.
- (20) Notify the MAA Program Manager of any audits or reviews planned or conducted involving the School Administrative Match Program, including but not limited to, providing copies of any findings or conclusions of reviews or audits.
- (21) Accept responsibility for payment of any disallowances and/or penalties identified by MAA or audits and fully cooperate in the recovery of funds.
- (22) Submit Corrective Action Plans in response to Single Audit Act Audits within 30 working days of receipt of audit findings to the MAA Program Manager.
- (23) Comply with and implement Corrective Action Plans.
- (24) Comply with all applicable federal regulations.

b. The Contractor may:

- (1) Request assistance from MAA Administrative Match Program staff.

- (2) Use non-governmental consultants or billing agents at the sole discretion of the Contractor; and by signing this agreement
 - (a) The Contractor agrees not to pay any non-governmental consultants or billing agents a percentage of the claim amount; or based on the claim amount.
 - (b) The Contractor agrees to amend or terminate any contractual arrangements with non-governmental consultants or billing agents, regarding School-Based Ad Match, based on contingency or percentage.
 - (c) The Contractor is solely responsible for the training and monitoring of Consultants or Billing Agents.
 - (d) The Contractor accepts full responsibility or obligation for the results of any of the Contractor's Consultants' or Billing Agents' work or statements.
 - (e) The Contractor assumes full responsibility for the work performed by the Contractor's consultants or billing agents.

c. MAA shall:

- (1) Commit to working with the Contractor to promote positive movement towards reaching the goals and vision.
- (2) Assign an MAA Program Manager to act as liaison with the Contractor regarding the Ad Match Program, and assist the Contractor in contacting the appropriate source for assistance.
- (3) Deny claims for reimbursement of activities conducted prior to the School Ad Match Coordinator participating in training per 2. a. (7) above.
- (4) Provide, update, and distribute the Manual.

Written notification of changes shall be sent to the School Ad Match Coordinator, at the address provided by the Contractor.
- (5) Provide Contractor with a list of sources of information on Medicaid and related services.
- (6) Provide an automated claiming system and provide Contractor's staff training and technical assistance.
- (7) MAA will work with CMS for approval of the Washington School-Based Ad Match Program.
- (8) Notify the Contractor and make available, through the Contractor's liaison with MAA, information related to School Administrative Match.
- (9) Maintain a web page with information and links to other sources of information.
- (10) Directly or by contracting agent, monitor the Contractor to provide guidance on compliance with this agreement, the Manual, CMS guidelines, state and federal regulations.
 - (a) Provide a written report to the Contractor.
 - (b) Review Corrective Action Plans and Contractors' audits
 - (c) When appropriate consult with CMS, State Auditors, and the Contractor to resolve non-compliance issues.
- (11) Provide technical assistance to the Contractor, based on availability of MAA staff.

(12) Review invoices and supporting documentation.

(a) Notify the Contractor, in writing, of any questionable or denied amounts exceeding 10% of the invoice charge. If less than 10%, MAA will notify verbally.

(b) Inform the Contractor of the right to adjust the invoice or appeal the denied claim.

(13) Charge the Contractor an administrative fee to cover program administration.

To be adjusted annually after the close of the state fiscal year based on prior state fiscal year and projected ensuing state fiscal year costs.

(14) Post the MER rate quarterly to the MAA web page.

d. MAA may:

Share information, regarding the Contractor's Ad Match Program operations, gathered through monitoring, training, auditing, or technical assistance, with other Ad Match Contractors. Such sharing will be a "best practices/troubleshooting" model.

e. Local Match:

(1) The Federal Financial Participation rate for School-Based Administrative Match shall be 50%.

(2) The Contractor shall ensure that Contractor's monetary share for administrative match activities is non-federal money that has not and will not be used as match for federal money by the Contractor or any other agency.

(3) The Contractor shall also ensure that funds used as state match meet federal regulations regarding state match funding.

(4) State match funds must be available and within the Contractor's control and budget.

3. Billing Procedure A-19 claims for reimbursement shall be submitted in the form and manner described below:

a. Only allowable costs incurred during the effective dates of this Agreement shall be claimed.

b. Shall be submitted quarterly to:

Dept. of Social & Health Services

Medical Assistance Administration

School Administrative Match Section

Building 6 4th floor

805 Plum Street SE

P O Box 45508

Olympia, WA 98504-5508

c. The MER must be the rate posted on the MAA web site for the quarter for which the reimbursement is being requested.

d. Costs for indirect expenses must be claimed at the appropriate Cognizant Agency determined rate.

- e. Must have supporting documents for each month of the quarter as outline in the Manual, Claiming Instructions.
- f. Must be signed and dated by the Contractor
- g. Must contain the following statement:
 - I certify that these expenses were incurred under the terms of the CMS Medicaid School-Based Administrative Claiming Guide and the Manual.

4. Payment

The Contractor shall request payment using forms as designated by DSHS. DSHS shall pay the Contractor upon acceptance by DSHS of properly-completed invoices or vouchers. DSHS shall pay the Contractor an amount not to exceed the maximum consideration specified on page 1 of this Agreement for the satisfactory performance of all work set forth in the Statement of Work.

If this Interlocal Agreement is terminated, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Interlocal Agreement prior to the effective date of termination.

- 5. Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract, and shall return or certify the destruction of such information if requested in writing by DSHS.

6. Governance

- a. The provisions of this Interlocal Agreement are severable. If any provision of this Interlocal Agreement is held invalid by any court, that invalidity shall not affect the other provisions of this Interlocal Agreement and the invalid provision shall be considered modified to conform to existing law.
- b. In the event of an inconsistency in the terms of this Interlocal Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence, in the following order to:
 - Applicable federal and state law, regulations, and rules;
 - Exhibit A (if any);
 - Any other provision of this Interlocal Agreement; and
 - Any document incorporated by reference.
- c. In the event of a lawsuit involving this Interlocal Agreement, venue shall be proper only in Thurston County, Washington.
- d. The Contractor shall comply with all applicable non-discrimination and other local, state and federal laws, regulations and rules.

- 7. Indemnification.** The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all claims resulting from the acts or omissions of the Contractor and any Subcontractor. To the extent allowed by law, DSHS shall be responsible and shall indemnify the Contractor from all claims resulting from the acts or omissions of DSHS.

8. Inspection; Maintenance of Records

- e. During the term of this Interlocal Agreement and for one (1) year following termination or expiration of this Interlocal Agreement, the Contractor shall give reasonable access to the Contractor, Contractor's place of business, client records, and Contractor records to DSHS and to any other employee or agent of the State of Washington or the United States of America in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and this Interlocal Agreement.
- f. During the term of this Interlocal Agreement and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:
 - (1) Document performance of all acts required by law, regulation, or this Interlocal Agreement;
 - (2) Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
 - (3) Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Interlocal Agreement.

9. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Interlocal Agreement shall be owned by DSHS and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Interlocal Agreement but which is not created for or paid for by DSHS is owned by the Contractor; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

10. Insurance. DSHS certifies it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. For purposes of this Agreement, the Contractor shall maintain insurance as required in the Statement of Work, unless the Contractor is self-insured or insured through a risk pool.

11. Alteration, Amendment, and Waiver. This Agreement may be amended only by a written amendment signed by both parties. Only the DSHS Contracting Officer may waive any provision of this Agreement on behalf of DSHS.

12. Disputes. Disputes shall be determined by a Dispute Board. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process shall control. Participation in either dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.

13. Termination

- g. If the funds DSHS relied upon to establish this Interlocal Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Interlocal Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- h. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.

14. Assignment. The Contractor shall not assign all or any portion of this Interlocal Agreement to a third party.

15. **Waiver of Default.** If DSHS waives any breach of this Agreement by the Contractor on any occasion, such waiver shall not be deemed to be a waiver of any subsequent breach of this Interlocal Agreement by the Contractor.
16. **Subcontracting.** Except as otherwise provided in this Agreement, the Contractor may subcontract for any of the contracted services with the prior, written approval of DSHS. The Contractor shall be responsible for the acts and omissions of any subcontractor.
17. **Single Audit Act Compliance.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to the DSHS Contact named in this Contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

School Administrative Match Coordinator Performance Plan

- Coordinate time study requirements.
- Work with MAA to implement the automated claiming processes when available.
- Review completed time studies to ensure compliance with the Manual and instructions
- Ensure time study information is compiled and report to MAA as required in the Claiming Instructions of the Manual.
- Attend MAA training as required
- May work with community-based health care and social service providers to increase access to medical services
- May perform outreach activities that inform communities of Medicaid covered services, benefits, and availability.
- May work with families and other staff to complete Medicaid applications.
- Establish working knowledge of Medicaid eligibility, the application process, community resources, outreach activities, access issues, claims process, documentation, monitoring, and performance measures.
- Ensure information is compiled and produce reports as required by MAA .
- May collaborate with other coordinators to enhance service delivery

Provide support to staff, including program feedback and trouble-shooting and encourage participation in School Ad Match.

Contract Number: _____

Service Delivery Plan

Contractor _____

Year _____



Prepared by: _____

Date: _____

Contractor Goals and Objectives for the Year

School Ad Match Coordinator

Name:

Title:

Phone Number:

Primary Duties: *Including all educational, administrative and Medicaid*

Name and Position Title of Designated Staff

Role of Designated staff:

Medicaid activities performed:

Role of other staff:

Medicaid activities performed:

Target Population

Number of children on Free and Reduced Priced Meals Program:

Student Enrollment:

Medicaid Eligibility Rate (MER):

Community Partners/Resources

Managed Care Plan(s):

Community Service Office(s):

Others:

Staff Training Plan

Date the Coordinator attended MAA provided training:

Dates Time Study and Allowable Activities training was provided to staff completing time study forms:

Dates and types of additional Medicaid training:

Titles of attendees at the above trainings:

Who/how was training provided: